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Wantagh Union Free School District
And Wantagh Supervisors Assn

AGREEMENT

- between -

**WANTAGH UNION FREE SCHOOL DISTRICT
TOWN OF HEMPSTEAD**

- and -

WANTAGH SUPERVISORS' ASSOCIATION

July 1, 2000 - June 30, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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APPENDIX A - INSURANCES

AGREEMENT entered into this ³¹ day of January, 2001, by and between the WANTAGH U.F.S.D. (hereinafter referred to as the "District") and the WANTAGH SUPERVISORS' ASSOCIATION (hereinafter referred to as the "Association").

W I T N E S S E T H :

WHEREAS, the District and the Association recognize and declare that providing a quality education for the students of Wantagh is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching and supervising service; and

WHEREAS, the parties have reached certain understandings which they desire to set forth and confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, it is hereby stipulated and agreed as follows:

ARTICLE I. RECOGNITION

A. The District, pursuant to a Resolution of Recognition, dated March 11, 1970, as amended in 1981 and 1982, recognizes the Association as the exclusive bargaining representative of all department chairpersons and directors of physical education, athletics and driver education; guidance; computer education; pupil personnel; science, health, and technology education and reading; excluding all administrators, and other supervisory and certified personnel (hereinafter referred to as "Supervisors").

B. The Association has affirmed to the District, and hereby reaffirms, that it does not assert the right to strike against any government, to assist or participate in

any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

C. Supervisors shall have K-12 responsibilities, which include assisting and facilitating curriculum writing throughout grades K-12 to enhance coordination and consistency (assist and facilitate means serving on curriculum committees, consulting with principals and teachers and helping to coordinate curriculum programs).

D. During the term of this Agreement a person appointed prior to October 1, 1992 and tenured in his/her job shall not lose a position in the District by virtue of excessing by the District. This shall not affect the right of the District to eliminate a position.

ARTICLE II. DUES DEDUCTION

A. The District agrees to deduct dues for the Association from the salaries of the members of the employees in the bargaining unit, provided that said employees individually and voluntarily authorize the District to make said deductions. The District shall transmit the monies so deducted to the Association. Dues deduction authorizations shall be in writing in the form set forth below and shall be filed with the District Clerk of the School District.

Name_____ Home Based School_____
Address _____

I hereby request and authorize the Wantagh School District to deduct from my earnings and transmit to the Wantagh Supervisors' Association an amount sufficient to provide for regular payment of the membership dues in total amount of \$ _____ in ten (10) successive payments of \$ _____ each, deduction each year to begin on or about November 1st. I hereby revoke any and all instruments heretofore made by me for such purpose. I understand that the District will discontinue such deductions for any school

year only if I notify the District in writing to do so not later than November 1st of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the District and all of its officers from any liability therefor. This authorization shall continue until revoked in successive years. Said membership shall be for the purpose of collective negotiations pursuant to Public Employees' Fair Employment Act. I further authorize and designate the Wantagh Supervisors' Association to represent me in said negotiations with the District.

Dated _____

Signature _____."

B. The Association shall certify in writing to the District the current rate of the membership dues of the Association. The Association will give the Board thirty (30) days' written notice prior to the effective date of any change in the amount of dues.

C. By the 15th of November of each year, the District shall provide the Association with a list of the employees who voluntarily authorized the District to deduct dues for the Association. The District will notify the Association monthly of any changes in said list. Any employee desiring to have the District discontinue previously authorized dues deductions shall so notify the District and the Association in writing by November 1st of each year.

ARTICLE III. ASSOCIATION RESPONSIBILITY FOR PROFESSIONAL ETHICS

A. The Association accepts the responsibility for encouraging and promoting ethical practices on the part of the professional staff. This would include interprofessional relationships, relationships of the professional staff to the community, attitudes of staff members towards leave policies, attitude toward leaving positions during the school year, treatment of confidential information concerning pupils or

families and other appropriate matters.

B. The Association accepts the responsibility for representing all employees in the unit as defined in Article I, Section A, and will not support or encourage any attempt by individuals or groups within the unit to renegotiate terms and conditions of employment already agreed to by both the District and the Association, except to the extent permitted by law or policies of the District.

ARTICLE IV. TEACHER ADMINISTRATION LIAISON

A. Educational Liaison Committee

1. Association representatives can meet with the Board once each year to discuss educational ideas and objectives in the event they do not meet with the Educational Liaison Committee.

2. The administration will discuss with the Educational Liaison Committee any proposed curtailment or abolition of an educational program currently in effect.

B. Curriculum and Related Education Programs

Supervisors will serve as members of curriculum evaluation and revision committees.

ARTICLE V. ABSENCE POLICY

A. Personal Illness

1. Supervisors who are unable to work due to personal illness will receive full pay for up to sixteen (16) days per year cumulative to one hundred eighty-four (184) days of which three (3) days may be personal business days for which no

reason need be given except for restrictions as per current practice. In the event a supervisor leaves prior to completing the full academic work year, he/she shall accrue sick leave days at the rate of one and six tenths (1.6) days per month of service. Said such leave shall be applicable to any illness whether or not caused by pregnancy or childbirth.

2. The District may require a supervisor to be examined by a doctor designated by the District to determine the ability of the supervisor to work. If he/she determines the supervisor is not capable of fully performing the role of the supervisor, the supervisor must apply for leave due to personal illness. If he/she determines the supervisor is capable of fully performing the role of supervisor, the supervisor must return to work unless the supervisor is eligible and elects to apply for a leave of absence under another provision of this contract.

B. Death in Family

Up to five (5) days paid leave will be allowed for absence due to death in the immediate family. The immediate family shall include wife or husband, child, parent, brother, sister, blood relative making a permanent home with the employee or a legal dependent. Up to three (3) days paid leave will be allowed for absence due to death of an aunt, uncle or grandparent.

The absence shall not be charged against sick leave.

C. Jury Duty

The District will reimburse supervisors who serve on juries for their normal salaries less any amounts received for jury service as salary. Any amount received by

the supervisor as expenses due to jury service shall be kept by the supervisor.

ARTICLE VI. ACCIDENT INDEMNITY

The existing accident indemnity policy shall continue in full force and effect.

ARTICLE VII. PERSONAL INJURY BENEFITS

A. Whenever a supervisor is absent from school as a result of personal injury which is the direct result of an assault occurring in the course of his/her employment, he/she will receive his/her full salary for the period of such absence, the District paying the difference between any amounts received from employer insurance carriers and the full sum of his/her salary and no part of such absence will be charged to his/her annual sick leave. The District's obligation in this matter shall continue for a maximum period of one (1) calendar year.

B. The District will reimburse the supervisor for the reasonable cost of medical, surgical and hospital services not paid through any insurance available to the supervisor incurred as a direct result of an assault occurring in the course of his/her employment.

ARTICLE VIII. EXTENDED LEAVES OF ABSENCE

A. Peace Corps, Exchange Supervisor-Teacher and Similar Leaves

1. A leave of absence without pay shall be granted for the following:

- a. For up to two (2) years for any supervisor who joins the Peace Corps; or
- b. For any supervisor who serves as an exchange supervisor-

teacher on a full-time basis. Such leave may be renewed annually at the discretion of the District to a maximum of two (2) years.

2. Upon return from such leave the supervisor shall be placed on the salary schedule at the level he/she was at prior to the commencement of the leave.

B. Military Leave

Military leave shall be granted in accordance with the law.

C. Child Care

Upon request, a supervisor shall be granted a leave of absence for the duration of the school year in which the application is made up to one (1) year for the purpose of caring for a newborn infant. Upon application by the supervisor said leave will be extended for an additional school year. Said leave shall be without pay. In emergency situations, the supervisor may request that said leave terminate on the February semester starting date. The supervisor shall have the option of applying to have the leave commence prior to the birth of the child. This leave will be in lieu of the former maternity leave, and shall be available to both male and female supervisors. It shall not count as a "step" or "steps" on the salary schedule and shall not apply toward tenure.

Except in emergency situations, the supervisor shall provide no less than sixty (60) days written notice of his/her intent to apply for this leave to the Superintendent of Schools. Where possible, said leave shall begin on September 1st.

Failure to respond to the Superintendent of Schools' request concerning the supervisor's intent to return shall relieve the District of the obligation of

reemployment.

D. Personal Leave Without Pay

Application for personal leave without pay for the following year must be made by March 1st and be accompanied by a statement indicating the reason and the length of time requested. Such leaves are at the discretion of the District. The District shall retain the discretion to grant emergency leaves without pay during the year. Upon return from such leave, the supervisor shall be placed on the salary schedule at the level he/she was at prior to the commencement of the leave.

ARTICLE IX. UNUSED SICK LEAVE

A. A supervisor who is eligible for and who retires under the New York State Teachers' Retirement System upon termination of employment may, by written notice to the District prior to the February 1st preceding retirement, receive payment for unused accumulated sick leave based upon the following formula:

1. The total number of days' payment shall be equal to the total number of unused sick leave days which the supervisor has accumulated. For this purpose, a supervisor may accumulate a maximum of one hundred ninety-four (194) days.

2. Upon permanent retirement the supervisor shall be paid Seventy-Five (\$75.00) Dollars per day for the first one hundred (100) days; One Hundred Twenty-Five (\$125.00) Dollars per day for the one hundred first to the one hundred eightieth (101st - 180th day); and One Hundred Fifty (\$150.00) Dollars per day for the one hundred eighty-first to the one hundred ninety-fourth (181st - 194th) day of unused sick leave credited under "1" above, but in no event may such payment exceed Nineteen

Thousand Five Hundred (\$19,500.00) Dollars.

3. A letter of resignation stating the individual will retire is to be submitted by the supervisor to the Superintendent of Schools by February 1st of the school year prior to retirement.

4. The above date, February 1st, shall be waived in the event that an adverse economic event, such as a reduction in retirement benefits caused by act of the legislature, accelerates the supervisor's retirement date. In the event timely notice is not received by the District for the budgeting purposes, payment to the supervisor under this article may be deferred to the following fiscal school year.

ARTICLE X. ACADEMIC FREEDOM

A. Academic Freedom

Supervisors shall have the right to introduce and explore any material provided that the material and its presentation are in good taste, appropriate to the grade level and relevant to the course content. It is understood and agreed that the District does not hereby release its authority to determine and be the final arbiter on matters relating to good taste, appropriateness to grade level and/or relevancy to course content.

B. Individual Freedom

Because supervisors are entitled to full rights of citizenship, no religious or political activities conducted outside of school by any supervisor or a lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such supervisor.

In accordance with the United States and New York State Constitutions and statutes, a supervisor will not be subject to any discipline or be discriminated against because of race, sex, religion, national origin or any political beliefs or activities conducted outside of professional time involving children.

ARTICLE XI. INSURANCE

A. 1. Supervisors shall be eligible to receive the same benefits and pay the same percentages of premium costs in effect as of September 1, 1995 in the following existing insurance programs:

- a. Group Health Insurance
- b. Group Life Insurance
- c. Dental Insurance
- d. Tax-Deferred Annuity

2. Supervisors shall have the option to purchase family dental insurance at their own expense.

B. Long-Term Disability

The District shall pay one hundred (100%) percent of the premium cost. The policy shall entitle an eligible supervisor to sixty-six and two thirds (66 2/3%) percent of his/her salary.

C. Split-Life Insurance

- 1. The District will provide a split-life policy of \$100,000.00.
- 2. The only persons in the unit tenured as supervisors or who serve more than three (3) consecutive years in that role shall be entitled to this benefit.

3. Effective July 1, 1990 the District shall pay one hundred (100%) percent of the premium cost. The District shall pay a maximum of eight (8) years' premiums.

4. The District will pay one hundred (100%) percent for any part of the eight years' premium remaining to be paid on the policy for a supervisor who retires after thirty (30) years of service to the District.

5. The District will pay seventy-five (75%) for any part of the eight (8) years' premiums remaining to be paid on the policy for a supervisor who retires after twenty-five (25) years of service to the District.

6. The District will pay fifty (50%) for any part of the eight (8) years' premiums remaining to be paid on the policy for a supervisor who retires after twenty (20) years of service to the District.

7. If a supervisor leaves the District without retiring before the eight years of premium payments have been made, no further payments will be made by the District.

D. Section 125 Flex Plan - Members of the unit may participate in a §125 Flex Plan of the District.

ARTICLE XII. FACILITIES

The District shall continue to provide adequate facilities and equipment for the effective performance of the duties of bargaining unit employees.

ARTICLE XIII. HIRING OF TEACHERS

All supervisors covered by this Agreement, whenever practical, shall be involved in interviewing and recommending candidates for employment in the respective departments for which they have responsibility.

ARTICLE XIV. CO-CURRICULAR ACTIVITIES

A. The Association recognizes that the supervisory employees covered by this Agreement are responsible under the control and supervision of the Principals of Secondary Education and or the Assistant Superintendent for Instruction for the functioning of co-curricular clubs and activities specifically related to the work of their respective departments or responsibilities.

B. Supervisors excluding the Director of Physical Education, Athletics and Driver Education shall have the right to apply for coaching and co-curricular positions which are outside their regular duties. It is understood that the District retains the right to select the person who in its judgment is the best person for the position.

ARTICLE XV. PERSONNEL FILES

A. Employees will have the right, upon request, to review the contents of their personnel files, except for confidential material such as references, and to make copies of any documents in it. A supervisor will be entitled to have a representative of the Association accompany him/her during such review, if he/she so desires.

B. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had

the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent of Schools and attached to the file copy. Confidential material, such as references, are excepted from this provision.

ARTICLE XVI. PREPARATION PERIOD

Employees in the bargaining unit, in addition to a duty-free lunch period, shall have a minimum of one preparation period each school day during which they will not be regularly assigned to any other duties, but nevertheless they shall respond to bona fide requests for assistance in emergencies.

ARTICLE XVII. RIGHTS

A. All employees in the bargaining unit shall have the right freely to organize and join and support the Association for the purpose of engaging in collective negotiations in accordance with Article XIV of the Civil Service Law, or freely to refrain therefrom. The District agrees that it will not unlawfully discriminate against any supervisor with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding with respect to any terms or conditions of employment.

B. The Association shall have the right to use School District facilities, upon

reasonable notice to the Superintendent of Schools or his/her designee, for membership meetings after school hours when buildings are open, provided said meetings do not conflict with scheduled activities and do not interfere with any educational programs.

C. The Association shall have the right to post identified and signed notices of its activities and matters of Association concern on bulletin boards provided by the District and located in faculty rooms or near the sign-in sheet in each school. A copy of all said notices shall be sent to the respective building principal and the Superintendent of Schools.

D. The Association shall have the same right to distribute material in bargaining unit employees' mailboxes as the recognized bargaining representative of the supervisors of the District.

E. Upon request of the Association, the District will make available to the Association all public information relevant and necessary for the Association to conduct negotiations.

F. Maintenance of Standards

Rates of pay, hours of work and conditions of employment in effect prior to the Agreement and not covered by this Agreement shall not be reduced without prior advice to and consultations with the Association during the term of this Agreement.

ARTICLE XVIII. EDUCATIONAL VISITATION

A. Educational visitations may be granted to supervisors upon their written request at the discretion of the Superintendent of Schools.

B. When granted, such visitation shall be with pay and shall not be chargeable against leave days.

ARTICLE XIX. TUITION REIMBURSEMENT

The District will pay tuition reimbursement for one (1) three (3) credit course for every four (4) supervisors on staff to a maximum of three (3). Supervisors will have to receive prior approval of the course by the Superintendent of Schools and will have to submit proof of a passing grade before being reimbursed. The Superintendent of Schools will establish the amount the District will pay toward tuition reimbursement for any approved course. Supervisors will be eligible to take such courses throughout the school year, as well as in the summer provided same does not infringe upon their other supervisory assignments and responsibilities.

ARTICLE XX. SUPERVISOR EVALUATION AND RECORDS

A. Evaluation

1. Evaluation of supervisors will be done by the Superintendent of Schools and/or his/her designated representative.

2. Supervisors will be given a copy of any formal evaluation report prepared by their evaluators at least one (1) day before the conference to discuss the report.

3. No such report shall be placed in the supervisor's file without offering the concerned supervisor the opportunity of a prior conference.

4. The supervisor shall sign the evaluation report to indicate that same has been shown to him/her. Such signature shall not be deemed an automatic

concurrence with the opinion of the evaluator.

ARTICLE XXI. IN-SERVICE TRAINING AND SUPERVISOR CONFERENCE

The District will make an effort, within the limitations of the budget, to provide more opportunity for supervisors to attend conferences and take in-service courses within their area of specialization.

ARTICLE XXII. GRIEVANCES

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship between supervisors and members of the Board of Education which will enhance the educational program of the Wantagh Public Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of supervisors pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

DEFINITIONS

1. A grievance is a claim by a person in the negotiating unit based upon any violation, misinterpretation or misapplication of this contract.
2. The term "supervisor" shall mean any person who serves in a supervisory capacity and who is responsible for the area in which an alleged grievance arises.
3. Association shall mean the Wantagh Supervisors Association.
4. Aggrieved party shall mean any person in the negotiating unit filing a

grievance.

5. The "date of the alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.

6. "Date of receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.

2. A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice. No grievance may be processed at any level without the consent of the grievant(s).

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the supervisor in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

7. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought.

8. If a grievance affects a group of supervisors and is the direct result of a district-wide policy, the grievance may be instituted by WSA. No such grievance shall relate to a hypothetical case.

9. Nothing herein shall be construed as limiting the right of a grievant to discuss the matter informally with any appropriate member of the administration and having the grievance informally resolved.

PROCEDURES

1. Level One

If the grievant is not satisfied with the informal disposition of his/her grievance, he/she shall within twenty-two (22) school days of the date of the alleged grievance, submit a written statement of the grievance to his/her supervisor. The supervisor shall submit a written response to the grievant within five (5) school days after the receipt of

the written submission of the statement of grievance. If the supervisor is the Superintendent of Schools, the grievant shall file one directly with the Superintendent of Schools and the grievance will be at level two.

If the grievance arises after June 1st, it must be filed no later than June 30th regardless of time limits otherwise stated. The parties will make every effort to resolve the grievance, or in the absence of that resolution, to have a final determination prior to the opening of school.

2. Level Two

a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) school days of receipt of the supervisor's response file an appeal to the Superintendent of Schools. The appeal papers shall include the statement of grievance submitted to the supervisor, at the option of the grievant a written statement of specific objections to the supervisor's response and at the option of the supervisor a written statement in support of his/her decision.

b. Within five (5) school days of receipt of the grievance by the Superintendent of Schools, the Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.

c. The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) school days after receipt of the grievance. A copy of the decision will be forwarded to WSA.

3. Level Three

a. If the grievant is not satisfied with the disposition of his/her grievance

at Level Two and WSA determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance for advisory arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Two.

b. Within fifteen (15) school days after receipt by the Board, the Board or its designee and WSA will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or receive a commitment to serve within thirty (30) days, a demand for advisory arbitration shall be submitted to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

c. The Arbitrator shall confine his/her decision to the application and interpretation of this Agreement. He/she shall be without power to add to, modify or vacate any of the terms of this Agreement or make any decision contrary to or inconsistent with the terms of this Agreement or which violates any rule or regulation having the force and effect of law.

d. The costs for the services of the arbitrator, if any, shall be shared equally by the Board and WSA.

e. The decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this Agreement, shall be advisory only. Within fifteen (15) school days after the receipt of the arbitrator's award the Board will review the matter and issue a determination. If the Board does not issue its final decision within

fifteen (15) days, it will be deemed to have accepted the arbitrator's award. The decision of the Board will be final unless Level Four is issued.

4. Level Four

a. If an advisory arbitration award is issued pursuant to Level Three and the Board does not accept the advisory arbitrator's decision within fifteen (15) calendar days after its receipt by the Board, a grievant affected by the award may within fifteen (15) calendar days of receipt of the Board's decision or the termination of the Board's time to act whichever is sooner thereafter notify the Board that he/she wishes to appeal such decision to a tripartite panel.

b. The tripartite panel shall consist of the President of the Board or his/her designee, the President of WSA or his/her designee, and a third party selected by the two. If agreement cannot be reached, each side shall submit a list of six (6) names in order of preference and the first name appearing in common on both lists shall be the third party. In the event agreement cannot be reached within fifteen (15) calendar days, the parties shall utilize the facilities of the labor section of the American Arbitration Association.

c. The tripartite panel shall be bound by the provisions of Level Three

(c). The appellant and the Board shall submit a written brief to the Panel within thirty (30) days after its appointment. Both sides may submit a reply brief within ten (10) days thereafter. The Panel shall have the right to ask each side for oral argument or to present a particular witness or evidence for review. In the absence of such request, decision will be made on briefs only. The Tripartite Panel decision will be binding on

the parties.

ARTICLE XXIII. NATIONAL WAGE/PRICE REGULATIONS

It is understood and agreed that all of the terms and conditions agreed to by the parties are subject to laws, rules and regulations of the Federal and State governments, in particular, national regulations concerning wages and prices.

ARTICLE XXIV. STUDENT DISCIPLINE

Procedures for the disciplining of students by bargaining unit employees shall be pursuant to the District's Rules, Regulations and By-Laws.

ARTICLE XXV. TEACHING PERIODS

The assignment of teaching periods shall be in accordance with present procedure which may vary from one (1) to four (4) teaching periods per day according to the needs of the District.

ARTICLE XXVI. TENURE AND CONTRACT

A. The District shall formally grant tenure to employees covered by this Agreement pursuant to and in accordance with the laws of the State of New York and the rules and regulations of the Commissioner of Education of the State of New York pursuant to Section 3012(1) of the New York State Education Law.

B. Those employees who have not been granted tenure shall receive contracts as required by law.

ARTICLE XXVII. TRANSPORTATION REIMBURSEMENT

Employees covered by this Agreement shall be reimbursed for travel in the performance of their duties at the current rate established by the District.

ARTICLE XXVIII. SALARY

A. The base salary will be established by placement on the appropriate column and step of the teachers' salary schedule (Schedule A of the Agreement between the District and the Wantagh United Teachers).

B. The supervisor's differential will be constructed as follows:

1. a) Supervisors appointed prior to September 1, 1995 shall receive the following differentials:

| <u>Length of Service</u> | <u>Differential</u> |
|--------------------------|---------------------|
| Year 1 | 2,312.50 |
| 2 - 3 years | 2,625.00 |
| 4 - 6 years | 3,250.00 |
| 7 - 10 years | 4,250.00 |
| 10 + years | 5,250.00 |

The above differential shall be increased over the final three (3) years of the contract as follows:

Year 1 Level : \$62.50 per year
Year 2 Level: \$125.00 per year
All other Levels : \$250.00 per year

b) Supervisors appointed after September 1, 1995 shall receive a stipend of Two Thousand Five Hundred (\$2,500.00) Dollars, with an increased differential of \$62.50 per year over the four (4) years of the contract.

c) Chairs who take on additional departments will have their stipends increased by fifty (50%) percent.

2. Directors

a) The current Director of physical education/drivers

education/athletics shall receive one stipend as Director of Physical Education and an additional stipend of Five Thousand (\$5,000.00) Dollars as Director of Athletics. The Director of Physical Education/Athletics/Drivers Education is a ten and a half (10 ½) month position. However, when the incumbent to the position of Director of Physical Education/Athletics/Driver Education separates from her service with the District, such position shall become an eleven (11) month position. The Director shall receive five (5%) percent of base pay for the additional half month of work including summer physicals. This person shall not be entitled to apply for a coaching position.

b) The current directors of pupil personnel services, guidance, computer education and reading shall work an eleven (11) month work year and receive a ten (10%) percent differential for the eleventh (11th) month.

c) Eleven (11) month Directors appointed after July 1, 1996 shall not receive additional compensation for working the eleventh (11th) month.

ARTICLE XXIX. WORK YEAR

A. Chairs

The calendar work year for Chairs shall begin two (2) workdays before the orientation day for all teachers and end four (4) workdays after the last teacher workday in June. The timing of the two (2) days before the orientation day for all teachers shall be mutually determined by November, 1st of the preceding year.

B. Directors

The calendar work year for Directors shall be eleven (11) months except for the Director of Physical Education/Athletics/Drivers Education which shall be ten

and a half months (10 ½). The Director of Science, Health, and Technology Education shall be an eleven (11) month position.

C. If the Superintendent of Schools authorizes workdays beyond the calendar work year for a supervisor, the supervisor shall be paid one two hundredth (1/200th) of the supervisor's annual rate for each day so worked. An individual supervisor by mutual agreement with the Superintendent of Schools may work a shorter work year and the individual's salary shall be prorated.

ARTICLE XXX. MERGER OF POSITIONS

In the event Association positions are to be merged or eliminated, the Association shall have the opportunity to participate in consultation and discussion on all administrative levels and with the District.

ARTICLE XXXI. COPIES OF AGREEMENT

Copies of the Agreement shall be provided by the District and distributed to each employee covered thereunder.

ARTICLE XXXII. MILEAGE REIMBURSEMENT

Supervisors who return to the District for scheduled evening or weekend events shall be reimbursed for mileage at a maximum rate of Ten (\$10.00) Dollars per evening and/or weekend. The Supervisor may elect to remain at the District rather than travel, in which case the supervisor will be reimbursed the same amount for eating out.

ARTICLE XXXIII. MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only

through and with the voluntary, mutual consents of the parties in a written and signed amendment thereto.

B. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

C. If any provision of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications thereof shall continue in full force and effect.

D.

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXXIV. TERM OF AGREEMENT

This Agreement shall go into effect as of the 1st day July 2000, and shall continue in full force and effect through and including the 30th day of June, 2004.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

WANTAGH U.F.S.D.
BOARD OF EDUCATION

By: Michael A. Farrell

WANTAGH SUPERVISORS'
ASSOCIATION

By: Joan L. Brown, Pres.

APPENDIX A

INSURANCE

THE FOLLOWING COVERAGES ARE AVAILABLE FOR FULL-TIME EMPLOYEES ONLY:

DENTAL:

The District pays the full cost for the employee.

TERM LIFE INSURANCE

District will pay full cost for Ten Thousand (\$10,000) Dollars worth of life insurance coverage. An additional Sixty-Five Thousand (\$65,000.00) Dollars worth of insurance coverage is optional at employee's expense in each year.

LONG-TERM DISABILITY

Long Term Disability coverage will be provided for members of the unit.

TAX-DEFERRED ANNUITIES

The District will make payroll deductions and transmit payments on behalf of the employee to the appropriate carriers. Authorized carriers shall be limited to four (4). Such carriers have been mutually agreed upon. Participation is limited to those employees who qualify under the Internal Revenue Service regulations for a minimum of Five Hundred (\$500.00) Dollars annually and deductions for this purpose may not exceed twenty (20%) percent of the employee's annual salary.

HEALTH INSURANCE - NEW YORK HEALTH INSURANCE PROGRAM

The District will pay the following percentages of the cost of the Statewide Plan, for all participating employees, with employee paying the additional costs of the option selected:

90% Individual Coverage
85% Dependent Coverage